

State of Rhode Island and Providence Plantations
Department of Administration
Division of Purchases

RIVIP BIDDER CERTIFICATION COVER FORM

SECTION 1 - BIDDER INFORMATION

Bidder must be registered as a vendor on the RIVIP system at www.purchasing.ri.gov to submit a bid proposal.

Solicitation Number: 7550083
Solicitation Title: PASTORE CENTER PERMANENT EROSION REPAIR (41 PGS)

Bid Proposal Submission Deadline Date & Time: 1/11/2016 10:30 AM
RIVIP Vendor ID #: 76877
Bidder Name: RC& D Inc.
Address: 200 Main Street, Unit 3
pawtucket , RI 02860
USA
Telephone: 4012705483
Fax: 4012705486
Contact Name: Paulo Medeiros
Contact Title: ProjectManager
Contact Email: pmedeiros@rcndinc.com

SECTION 2 —DISCLOSURES

Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.

Indicate "Y" (Yes) or "N" (No) for Disclosures 1-4, and if "Yes," provide details below. Complete Disclosure 5. If the Bidder is publicly held, the Bidder may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the Bidder.

- N 1. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below.
- N 2. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below.
- N 3. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.

N

4. State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state.
5. List each officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Bidder, and the percentage of ownership, if any, he or she holds in the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder.

Disclosure details (continue on additional sheet if necessary):

Mike Rose, President

Jim Henebury, CEO

Address: 200 Main St.
Pawtucket RI, 02860

SECTION 3 — CERTIFICATIONS

Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.

Indicate "Y" (Yes) or "N" (No), and if "No," provide details below.

THE BIDDER CERTIFIES THAT:

- ☒ 1. The Bidder will immediately disclose, in writing, to the State Purchasing Agent any potential conflict of interest which may occur during the term of any contract awarded pursuant to this solicitation.
- ☒ 2. The Bidder possesses all licenses and anyone who will perform any work will possess all licenses required by applicable federal, state, and local law necessary to perform the requirements of any contract awarded pursuant to this solicitation and will maintain all required licenses during the term of any contract awarded pursuant to this solicitation. In the event that any required license shall lapse or be restricted or suspended, the Bidder shall immediately notify the State Purchasing Agent in writing.
- ☒ 3. The Bidder will maintain all required insurance during the term of any contract pursuant to this solicitation. In the event that any required insurance shall lapse or be canceled, the Bidder will immediately notify the State Purchasing Agent in writing.
- ☒ 4. The Bidder understands that falsification of any information in this bid proposal or failure to notify the State Purchasing Agent of any changes in any disclosures or certifications in this Bidder Certification may be grounds for suspension, debarment, and/or prosecution for fraud.
- ☒ 5. The Bidder has not paid and will not pay any bonus, commission, fee, gratuity, or other remuneration to any employee or official of the State of Rhode Island or any subdivision of the State of Rhode Island or other governmental authority for the purpose of obtaining an award of a contract pursuant to this solicitation. The Bidder further certifies that no bonus, commission, fee, gratuity, or other remuneration has been or will be received from any third party or paid to any third party contingent on the award of a contract pursuant to this solicitation.
- ☒ 6. This bid proposal is not a collusive bid proposal. Neither the Bidder, nor any of its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, with any other bidder or person to submit a collusive bid proposal in response to the solicitation or to refrain from submitting a bid proposal in response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other communication with any other bidder or person to fix the price or prices in the bid proposal or the bid proposal of any other bidder, or to fix any overhead, profit, or cost component of the bid price in the bid proposal or the bid proposal of any other bidder, or to secure through any collusion, conspiracy, or unlawful agreement any advantage against the State of Rhode Island or any person with an interest in the contract awarded pursuant to this solicitation. The bid price in the bid proposal is fair and proper and is not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Bidder, its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents.
- ☒ 7. The Bidder: (i) is not identified on the General Treasurer's list created pursuant to R.I. Gen. Laws § 37-2.5-3 as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
- ☒ 8. The Bidder will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island.

Solicitation #: 7550083-REVISED 12/21/15
Solicitation Title: Permanent Erosion Repair Construction

BID FORM

To: The State of Rhode Island Department of Administration
Division of Purchases, 2nd Floor
One Capitol Hill, Providence, RI 02908-5855

Bidder:

RC: D Inc.
Legal name of entity
200 Main St, Pawtucket, RI 02860.
Address (street/city/state/zip)
Paulo Medeiros pmedeiros@rcdinc.com
Contact name Contact email
401-477-9606 401-270-5486
Contact telephone Contact fax

1. BASE BID PRICE

The Bidder submits this bid proposal to perform all of the work (including labor and materials) described in the solicitation for this Base Bid Price (including the costs for all Allowances, Bonds, and Addenda):

\$ 549,900
(base bid price in figures printed electronically, typed, or handwritten legibly in ink)
five hundred forty nine thousand nine hundred dollars.
(base bid price in words printed electronically, typed, or handwritten legibly in ink)

• Allowances

The Base Bid Price **includes** the costs for the following Allowances:

No. 1: Foster Rd material stockpile removal	<u>\$20,000.00</u>
No. 2: Hazardous material	<u>\$15,000.00</u>
No. 3: Rail bed/cemetery improvements	<u>\$20,000.00</u>
No. 4: Additional impervious fill	<u>\$1,500.00</u>

• Bonds

The Base Bid Price **includes** the costs for all Bid and Payment and Performance Bonds required by the solicitation.

Solicitation #: 7550083-REVISED 12/21/15
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• **Addenda**

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price **includes** the costs of any modifications required by the Addenda.

All Addenda must be acknowledged.

Addendum No. 1 dated: 14 December 2015,

Addendum No. 2 dated: 21 December 2015

Addendum No. 3 dated: _____

2. **ALTERNATES** (Additions/Subtractions to Base Bid Price)

The project does not include Alternate Bid Items.

3. **UNIT PRICES**

The Bidder submits these predetermined Unit Prices as the basis for any change orders approved in advance by the State. These Unit Prices include **all** costs, including labor, materials, services, regulatory compliance, overhead, and profit. If a specific item or task is not noted in the Description of Services, the cost of that item must be included in an item listed below.

Unit Price No.	DESCRIPTION OF SERVICES	CONTRACTORS UNIT COST
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Unit Price No. 1	Silt Fence	
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Unit of Measure: per Linear Foot

\$ 4.50

four dollars : fifty cents.

Unit Price No. 2	18" Dia. Erosion Control Wattle	
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Solicitation #:7550083-REVISED 12/21/15
Solicitation Title: Permanent Erosion Repair Construction

Unit of Measure: per Linear Foot

\$, 15 . —

fifteen dollars.

Unit Price 1 ½" – 2 ½" Dia. Crushed Stone
No. 3

Unit of Measurement: per Cubic Yard

\$, 45 . —

forty-five dollars.

Unit Price Impervious Fill
No. 4

Unit of Measurement: per Cubic Yard

\$, 40 . —

forty dollars.

Unit Price Riprap, Bedding, Fabric, and Liner
No. 5

Unit of Measurement: per Cubic Yard

\$, 95 . —

ninety-five dollars.

Unit Price Loam Borrow 4" Deep
No. 6

Unit of Measurement: per Square Yard

\$, 4 . 50

Unit Price Removal and Disposal of Soil Solid Waste to the
No. 7 Central Landfill, including tipping fees

four dollars : fifty cents.

Solicitation #:7550083-REVISED 12/21/15
Solicitation Title: Permanent Erosion Repair Construction

Unit of Measurement: per Ton

\$, 150 . —

one hundred : fifty dollars.

Unit Price
No. 8 Removal and Disposal of Soil Alternate Cover to
the Central Landfill, including tipping fees

Unit of Measurement: per Ton

\$, 65 . —

sixty-five dollars.

Unit Price
No. 9 Conservation Mix Seeding (Type 1-Wetland Seed
Mix)

Unit of Measurement: per Square Yard

\$, 1 . 50

one dollar : fifty cents.

Unit Price
No. 10 Conservation Mix Seeding (Type 2-Native Steep
Slope Mix with Ryegrass)

Unit of Measurement: per Square Yard

\$, 1 . 50

one dollar : fifty cents.

Unit Price
No. 11 Netless Erosion Control Blanket / Slope
Stabilization

Unit of Measure: per Square Yard

\$, 7 . —

Seven dollars.

4. CONTRACT TIME

The Bidder offers to perform the work in accordance with the timeline specified below:

Solicitation #: 7550083-REVISED 12/21/15
Solicitation Title: Permanent Erosion Repair Construction

- Start of construction: Within 2 weeks of PO Issuance
- Substantial completion: Within 120 days of PO Issuance
- Final completion: Within 150 days of PO Issuance

The Final Completion date for Work shall be within 150 calendar days of the Purchase Order from the Division of Purchases.

5. LIQUIDATED DAMAGES

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the following amount for each calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: **Dollars \$0.00**

This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.

If the Bidder is determined to be the successful bidder pursuant to this solicitation, the Bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.

The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

BIDDER

Date: 1/8/2016

BK's D Inc.
Name of Bidder
Michael F. Rose
Signature in ink
Mike Rose, President

Solicitation #:7550083-REVISED 12/21/15
Solicitation Title: Permanent Erosion Repair Construction

Printed name and title of person signing on behalf of Bidder

Bidder's Contractor Registration Number

BID BOND

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

CONTRACTOR:

(Name, legal status and address)
RC&D, Inc.

200 Main Street, Unit 3
Pawtucket, RI 02860

SURETY:

(Name, legal status and principal place of business)

Western Surety Company

333 South Wabash Ave.

Chicago, IL 60604

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

State of Rhode Island

Department of Administration, Division of Purchases

RI

BOND AMOUNT: \$ Five Percent of the Attached bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

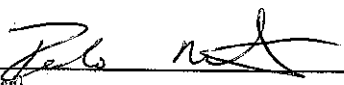
Pastore Center Permanent Erosion Repair; Bid #7550083

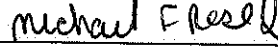
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

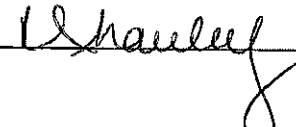
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of January, 2016


(Witness)

RC&D, Inc. 
(Principal) (Seal)

President
(Title)


(Witness)

Western Surety Company
(Surety) (Seal)


(Title) Adam W. DeSanctis, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Gregory D Juwa, Richard F Caruso, James J Axon, Michael F Carney, Michael T Gilbert, Wilder Parks Jr, Adam W De Sanctis, Christine B Gallagher, Paul A Patalano, David A Boutiette, Bryan F Juwa, Rebecca Shanley, Individually

of Woburn, MA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of February, 2015.



WESTERN SURETY COMPANY

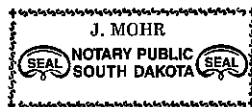
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of February, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of January, 2016



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



RI Department of Labor and Training
Workforce Regulation and Safety Division
Professional Regulation - Prevailing Wage

General Contractor Apprenticeship Certification Form

This form **MUST** be completed and submitted at the time of bidding and is available on the Department of Labor and Training's Website at www.dlt.ri.gov, under Workforce Regulation and Safety, Prevailing Wage, Publications and Forms.

Bid/RFP Number: 7550083
Bid/RFP Title: Pastore Center Permanent Erosion Repair.
RIVIP Vendor ID#: 76877
Vendor Name: RCi D Inc.
Address: 200 Main St., Unit 3, Pawtucket, RI 02860.
Telephone: 401-270-5483.
Fax: 401-270-5486.
E-Mail: mrose@rcndinc.com.
Contact Person and Title: Mike Rose, President.

RCi D Inc, 200 Main St., Pawtucket RI (Company Name & Address) (hereafter "bidder") hereby certifies that bidder meets the general contractor apprenticeship requirements of R. I. Gen. Laws § 37- 13- 3.1 because bidder meets one of the following qualifications (check):

- A. ☐ Bidder sponsors a current and duly approved Rhode Island Department of Labor and Training Apprenticeship Program and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing on the contract (attach apprenticeship program standards and apprenticeship agreement);
- B. ☐ Bidder sponsors a current and duly registered Rhode Island Department of Labor and Training reciprocal apprenticeship program pursuant to R. I. Gen. Laws § 28-43-16 and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach apprenticeship program standards, apprenticeship agreement and Rhode Island Department of Labor and Training Reciprocal Apprenticeship Program Approval);

- C. _____ Bidder has entered into a current collective bargaining agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the collective bargaining agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of collective bargaining agreement and signature page);
- D. _____ Bidder has entered into a current labor agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the labor agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of labor agreement and signature page);
- E. _____ Bidder will not perform work on the awarded contract except through subcontractors (non performance);
- F. _____ Bidder has received approval from the Rhode Island Department of Labor and Training that it satisfies the general contractor requirements of R. I. Gen. Laws §37-13-3.1 for purposes of a particular bid (attach Rhode Island Department of Labor and Training correspondence).

Mike Rose, President
Printed Name and Title of Authorized Representative

1/8/2016
Date

Michael F. Rose
Signature of Authorized Representative

STATE OF RHODE ISLAND
FORM W-9 PAYER'S REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION



THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

Taxpayer Identification Number (T.I.N.)

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number.

Social Security No. (SSN)

Employer ID No. (EIN)

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05	0585667
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NAME RC&D, Inc.

ADDRESS 200 Main St #3

CITY, STATE AND ZIP CODE Pawtucket, RI 02860

PAYMENT REMITTANCE ADDRESS, IF DIFFERENT FROM THE ADDRESS ABOVE

ADDRESS

CITY, STATE AND ZIP CODE

CERTIFICATION: Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding because either: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) the IRS has notified me that I am no longer subject to backup withholding.
- (3) I am a U.S. citizen or other U.S. person (as defined by the IRS).

Certification Instructions -- You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item (2) does not apply.

Please sign here and provide title, date and telephone number:

SIGNATURE [Signature] TITLE Controller DATE 12/16/15 TEL NO 401-270-5483
Original Signature Required (Digital Signature Not Acceptable)

BUSINESS DESIGNATION:

Please Check One: Individual ☐ Corporation ☒ Trust/Estate ☐ Government/Nonprofit Corporation ☐
Partnership ☐ Medical Services Corporation ☐ Legal Services Corporation ☐
LLC Tax Classification: Single Member (Individual) ☐ Partnership ☐ Corporation ☐

TIPS:

NAME: Be sure to enter your full and correct legal name as shown on your income tax return for the SSN or EIN provided.

ADDRESS, CITY, STATE AND ZIP CODE: If you operate a business at more than one location, adhere to the following:

- 1) Same EIN with more than one location -- attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.
- 2) Different EIN for each different location -- submit a completed W-9 form for each EIN and location. (One year-end tax information return will be reported for each EIN and remittance address.)

Mail Completed Form To:
Supplier Coordinator
Purchasing Department
One Capitol Hill, 2nd Floor
Providence RI 02908

Or Email To: doa.pursuppliercoordinator@purchasing.ri.gov

For State Use Only:

IRS ☐ RI SOS ☐ FED ☐ Other ☐

RI Supplier # Approved

Date Entered Entered By